



Consulate General of the United States of America
Osaka-Kobe

April 6, 2020

Dear Prospective Offerors:

Subject: 19JA58-20-Q-0074 Property Search, Market Research, Buyer Representation Services, and Field Support

The U.S. Consulate General Osaka-Kobe invites you to submit a quotation for Property Search, Market Research, Buyer Representation Services, and Field Support.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to MICHAEL TAPLEY; 2-11-5 NISHITENMA 2-CHOME, KITA-KU, OSAKA 530-8543 on or before 4:00 p.m. on April 24, 2020.

In order for a quotation to be considered, you must also complete and submit the following:

1. Item #1, Pricing
2. Listing and samples of Contractor Furnished Property, Item #4;
3. Information requested in Section 3, Solicitation Provisions;
4. Section 5, Offeror Representations and Certifications

Direct any questions regarding this request for quotations to WATARU SHIMABUKURO by email at shimabukurow@state.gov.

Sincerely,_
(signed)
Michael C. Tapley
Contracting Officer

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)			PAGE 1	OF 1	PAGES 35
1. REQUEST NO. 19JA58-20-Q-0074	2. DATE ISSUED March 27, 2020	3. REQUISITION/PURCHASE REQUEST NO. PR9046680	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING		
5A. ISSUED BY GSO/Procurement Unit U.S. Consulate General Osaka-Kobe 2-11-5, Nishitenma Kita-ku, Osaka 530-8543			6. DELIVER BY (Date)				
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)			7. DELIVERY				
NAME Wataru Shimabukuro		TELEPHONE NUMBER AREA CODE 06		NUMBER 6315-5924		X FOB DESTINATION OTHER (See Schedule)	
8. TO:			9. DESTINATION				
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE			
c. STREET ADDRESS			b. STREET ADDRESS				
d. CITY		e. STATE		f. ZIP CODE		c. CITY	
						d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) April 24, 2020; 4 p.m.		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter					
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)		
1	Markey Survey	1	Report				
2	Buyer Representation Services	1	Unit				
3	Field Support Services	1	Unit				
		This RFQ incorporates FAR clause 52.212-4 and provision 52.212-1 by reference.					
12 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %		d. CALENDAR DAYS	
						NUMBER	%
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.							
13 NAME AND ADDRESS OF QUOTER			14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION		
a. NAME OF QUOTER							
b. STREET ADDRESS			16. SIGNER				

c. COUNTY			a. NAME (Type or print)	b. TELEPHONE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)	AREA CODE
				NUMBER

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFQ NUMBER 19JA58-20-Q-0074
PRICES, BLOCK 20 & BLOCK 23

Continuation/Addendum to SF-18, RFQ Number 19JA58-20-Q-0074
Definitions.

"COR" means Contracting Officer's Representative

"Government" means the United States Government or U.S. Consulate General.

"Property" means the real property identified in section 2.1.; the term "Properties" refers to the real property both collectively and individually.

GENERAL. The Contractor shall provide real estate brokerage services in accordance with requirements of this contract and the Exhibits attached to this contract.

1.0. CONTRACT PRICE

1.1. The Government shall pay the Contractor the corresponding fees (as stated in tables below).

1.2. The following assumptions shall be used to determine quotations:

1.2.1. Assume a \$7,000,000 purchase price to calculate the fee below. Adjustments on final price will be applied using the percentages provide in the "Fee Breakdown by Total Volume."

1.2.2. Assume the 1 unit of field support is comprised of 5 days in order to calculate "Service 3" fee. Daily rates are to be provided below in the "Fee Breakdown by Total Volume" and the U.S. Government reserves the right to adjust this fee amount based on the number of days used.

Service	Quantity	Total Fee
Service 1: Market Survey	1 Report	¥_____
Service 2: Buyer Representation Services	1 Residential Unit	¥_____
Service 3: Field Support Services	1 Unit of Field Support	¥_____
TOTAL		¥_____

FEE BREAKDOWN BY TOTAL VOLUME

Service	Quantity	Total Percentage of Cost
Service 2(a): Buyer Representation Services for Total Purchase up to \$1 million (i.e., sum of all purchased units)	1 Residential Unit	_____ %
Service 2(b): Buyer Representation Services for Total Purchase up to \$10 million (i.e., sum of all purchased units)		_____ %
Service 2(c): Buyer Representation Services for Total Purchase over \$10 million (i.e., sum of all purchased units)		_____ %

Service	Quantity	Total Fee per Day
Service 3: Field Support Services	1 Unit of Field Support	¥_____

1.3. Payment in Local Currency: All payments made to the Contractor under this contract shall be in **Japanese Yen**.

The U.S. Consulate General Osaka-Kobe is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the U.S. Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments. For non-designated businesses, please visit the following link for registration:

<https://www.nta.go.jp/taxes/tetsuzuki/shinsei/annai/shohi/annai/23120184.htm>.

2.0. SCOPE OF WORK (SOW)

Please see the attached Exhibit 1 – Scope of Work.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) AND (DEVIATION 2017-02) (JUNE 2017), is incorporated by reference (see SF-1449, Block 27A)

None.

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders — Commercial Items (AUG 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

___(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___(3a) 52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees Of Whistleblower Rights (Apr 2014)

X(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___(5) Reserved.

___(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

___(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___(10) Reserved.

___(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___(ii) Alternate I (Nov 2011) of 52.219-3.

___(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___(ii) Alternate I (JAN 2011) of 52.219-4.

___(13) Reserved.

___(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

___(ii) Alternate I (Nov 2011).

___(iii) Alternate II (Nov 2011).

___(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___(ii) Alternate I (Oct 1995) of 52.219-7.

___(iii) Alternate II (Mar 2004) of 52.219-7.

___(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2)and (3)).

___(17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).

___(ii) Alternate I (Nov 2016) of 52.219-9.

___(iii) Alternate II (Nov 2016) of 52.219-9.

___(iv) Alternate III (Nov 2016) of 52.219-9.

___(v) Alternate IV (Aug 2018) of 52.219-9.

___(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___(19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

___(20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4) (F)(i)).

___(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

___(22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).

___(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

___(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

___(25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X(26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

___(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

___(28)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

___(ii) Alternate I (FEB 1999) of 52.222-26.

___(29)(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

___(ii) Alternate I (JULY 2014) of 52.222-35.

___(30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

___(ii) Alternate I (JULY 2014) of 52.222-36.

___(31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

___(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X(33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

___(34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). *(Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)*

___(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). *(Not applicable to the acquisition of commercially available off-the-shelf items.)*

___(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). *(Not applicable to the acquisition of commercially available off-the-shelf items.)*

___(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

___(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

___(38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___(ii) Alternate I (Oct 2015) of 52.223-13.

___(39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

___(ii) Alternate I (Jun 2014) of 52.223-14.

___(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___(41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

___(ii) Alternate I (Jun 2014) of 52.223-16.

X(42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

___(43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

___(44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

___(45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

___(ii) Alternate I (JAN 2017) of 52.224-3.

___(46) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

___(47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___(ii) Alternate I (May 2014) of 52.225-3.

___(iii) Alternate II (May 2014) of 52.225-3.

___(iv) Alternate III (May 2014) of 52.225-3.

___(48) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301note).

X(49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___(54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___(55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

___(56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___(57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

___(60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___(ii) Alternate I (APR 2003) of 52.247-64.

___(iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

___(2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

___(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

____(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

____(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

____(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

____(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25 Prohibition on Contracting for Certain Telecommunications or Equipment (AUG 2019)

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of

any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(viii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiv) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvii) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or, <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at

<https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl> to

see the links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	Workers’ Compensation Insurance (Defense Base Act) JUL 2014
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

The following DOSAR clause(s) is/are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)
(AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in an original to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

*(The U.S. Government will provide the winner of the contract
electronic funds transfer (EFT) form to fill out.)*

an

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

- (b) The COR for this contract is the Management Officer, U.S. Consulate General Osaka-Kobe.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JULY 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2018) is incorporated by reference (see SF-18, Block 11(b))

ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer/quotation must consist of the following:

A.1. Summary of Instructions. Each quotation must consist one original copy of the following:

(a) Volume 1 – Standard Form 18 (SF-18). Volume 1 consists of completion of blocks 11(e), 11(f), 13, 14, 15, and 16 of the form.

(b) Volume 2 - Prices. Volume 2 consists of subsections 1.2.3 of the RFQ. Quoters must quotes in Japanese Yen.

(c) Volume 3 – Representations and Certifications. Volume 3 consists of SECTION 5: Representations and Certifications (complete all portions that are applicable) of the RFQ.

(d) Volume 4 – Technical Proposals. Volume 4 consists of information demonstrating the quoter's ability to perform, including:

1. Name of a Project Manager (or other liaison to the Consulate) who understands written and spoken English;

2. Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

3. List of clients over the past three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Japan then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and

Business integrity / business conduct. The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In

addition, the Contracting Officer may use past performance information in making a determination of responsibility.

4. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

5. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

6. The offeror's strategic plan for real estate brokerage services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

The quoter must document the following as a separate technical proposal in order to receive further consideration/ evaluation of its quotation:

(1) Evidence that the individual(s) managing the brokerage service and/or assigned to the brokerage process is/are licensed to offer and undertake real estate brokerage services in Osaka and Hyogo prefectures following local laws and regulations. Submit a license and/or some documentation of the individual's right/ability to conduct business; and

(2) Evidence that the brokerage firm is licensed to offer and undertake real estate brokerage services in Osaka and Hyogo prefectures following local laws and regulations. Submit a license and/or some documentation of the firm's right/ability to conduct business.

(3) Evidence that the brokerage firm is sufficiently capitalized to underwrite costs of sale pending receipt of commission at the conclusion of sale. Submit bank statements and recommendation of a major bank to demonstrate this.

Technical Capabilities of Individual(s) Managing and/or Assigned to the Sale Process. Provide detailed resume(s), including pertinent experience, of the individual(s) who will manage the sale process for each of the Properties. At a minimum this should demonstrate:

(1) Three or more years of real estate transaction experience in the local marketing area;

(2) Experience handling two or more real estate transactions involving the sale and/or purchase of high-value residential real estate in the local area during the past two years in which the individual value of the transactions which exceeded \$1 million USD.

Technical Capabilities of Quoter. Provide detailed information on background and experience of the firm managing the sale process. At a minimum this should demonstrate:

(1) Four or more years involvement in the local real estate market;

(2) Overall responsibility for five or more real estate transactions involving the sale and/or purchase of residential or commercial real estate in local area during the past three years in which the individual value of the transactions exceeded \$1 million USD.

Timeline. The quoter shall submit a preliminary timeline with its quotation which shall include the following:

(1) A time line showing major milestones, from the date of contract award to the date the sale is complete.

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (OCT 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet “search engine” (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN— REPRESENTATION AND CERTIFICATIONS (DEC 2012)

The following DOSAR provision(s) is/are provided in full text:

652.206-70 Advocate for Competition/Ombudsman.

As prescribed in 606.570, insert the following provision:

ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Minister-Counselor for Management Affairs, at Tel: 03-3224-5585 or FAX: 03-3224-5303. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520. (End of provision)

SECTION 4 - EVALUATION FACTORS

EVALUATION: The Government will award a purchase order to the lowest priced, acceptable, responsible quoter.

Quotations shall include a completed solicitation and other technical literature described above.

The Government reserves the right to reject quotations that are unreasonably low or high in price.

In the event of equal low prices from more than one quoter, award will be made to the quoter determined by the Government to be superior from a technical standpoint.

The lowest price will be determined by comparing the quoter's proposed percentage fee structure applied to the proposed asking price shown in Section 1.

Acceptability will be determined by assessing the offeror's compliance with the terms of the RFQ. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 9.1, including:

- 1* Adequate financial resources or the ability to obtain them;
- 2* Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- 3* Satisfactory record of integrity and business ethics;
- 4* Necessary organization, experience, and skills or the ability to obtain them;
- 5* Necessary equipment and facilities or the ability to obtain them; and
- 6* Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

FAR 52.212-3 Offeror Representations and Certifications - Commercial Items (DEC 2019)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision —

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by —

- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Women-owned small business concern means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [*Complete only if the offeror represented itself as a small business concern in paragraph(c)(1) of this provision.*] The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(5) Women-owned small business concern. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ___ is, ___ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.*] The offeror represents that-

(i) It ___ is, ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:

_____.] Each WOSB

concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c) (6) of this provision.*] The offeror represents that-

(i) It ___ is, ___ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:

_____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ___ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____.

(10) HUBZone small business concern. [*Complete only if the offeror represented itself as a small business concern in paragraph(c)(1) of this provision.*] The offeror represents, as part of its offer, that-

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

- (i) It ___has developed and has on file, ___has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It ___has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31

<http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. *(Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)*

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)

(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. *(Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)*

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and

“United States” are defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements–Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements–Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements–Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements–Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements–Israeli Trade Act”:

Canadian End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(3) Buy American-Free Trade Agreements–Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements–Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(5) Trade Agreements Certificate. *(Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)*

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). *(Applies only if the contract value is expected to exceed the simplified acquisition threshold.)* The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ___Are, ___are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ___Have, ___have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ___Are, ___are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ____ Have, ____ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. *(Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.)* For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

- (1) In the United States *(Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States);* or
- (2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards *(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)* [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ___ does ___ does not certify that-

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ___ does ___ does not certify that-

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). *(Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)*

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other: _____.

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that—

(i) It ___ is, ___ is not an inverted domestic corporation; and

(ii) It ___ is, ___ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. *(Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.)*

(1) The Offeror represents that it ___has or ___does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ___Yes or ___No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

- (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

- (i) It is ___ is not ___ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (ii) It is ___ is not ___ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. *(Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)*

(1) The Offeror represents that it ___ is or ___ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”).

Predecessor legal name: _____.

(Do not use a “doing business as” name).

(s) Reserved.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. *[Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].*

(i) The Offeror *(itself or through its immediate owner or highest-level owner)* ___ does, ___ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror *(itself or through its immediate owner or highest-level owner)* ___ does, ___ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an

entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(2) The Offeror represents that it ___does, ___does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (OCT 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet “search engine” (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS
AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

Exhibit 1 – Scope of Work

U.S. DEPARTMENT OF STATE BUREAU OF OVERSEAS BUILDINGS OPERATIONS SCOPE OF WORK (SOW)

PROPERTY SEARCH, MARKET RESEARCH, BUYER REPRESENTATION SERVICES, AND FIELD SUPPORT

DESIGNATED RESIDENCE

**OSAKA, JAPAN
KOBE, JAPAN**

PURPOSE:

The U.S. Consulate General Osaka (Consulate) is interested in determining the availability of suitable residential property for sale or for lease in two markets in Japan (Osaka and Kobe) which could serve as Designated Residence. The Consulate is seeking real estate assistance from a single, full-service, real estate consulting firm, or team (Contractor) that includes the services as outlined in this Scope of Work (SOW).

GENERAL STATEMENT:

Image: The United States Designated Residence is symbolic of the U.S. presence, with standards of high quality and comfort that are tempered with respect for local customs and traditions, and sensitive to the image projected to the local population and to other international representatives. The Designated Residence should express quality rather than luxury, respect rather than dominance, and openness versus isolation.

Function: The Designated Residence serves as the private residence of the United States highest ranking Diplomat and their family, as well as the official point of reception and entertainment for officials and dignitaries. The residence is to include personal/family spaces and representational spaces within the same structure, and ideally the floor plan provides a degree of separation between these two uses. Despite the size requirements of a Designated Residence and their security measures, it is important to maintain a residential character. If the residence is too institutional, it may undermine the property's representational capability.

Private Residence: The residential portion of the property should include a master bedroom, with master bathroom, at least three additional bedrooms, with adjacent bathrooms; plus an office or den. There should be space for a living room that is separate from the representational area, a family dining area, kitchen with a food preparation area, pantry, and storage.

Representational Space: The representational portion of the property would be used for stand-up receptions and for sit-down dinners for up to eighteen (18) persons, including the host. The property should have interior and exterior representational space and ample space

for the circulation of guests. The kitchen should be in a closed area and should have the capability to be equipped with commercial-grade appliances (or have space for installing the appliances), including stove/oven, dishwashers, microwave, and food warmers. Also, there is the need for food storage, wine storage, table/chair storage, and general storage.

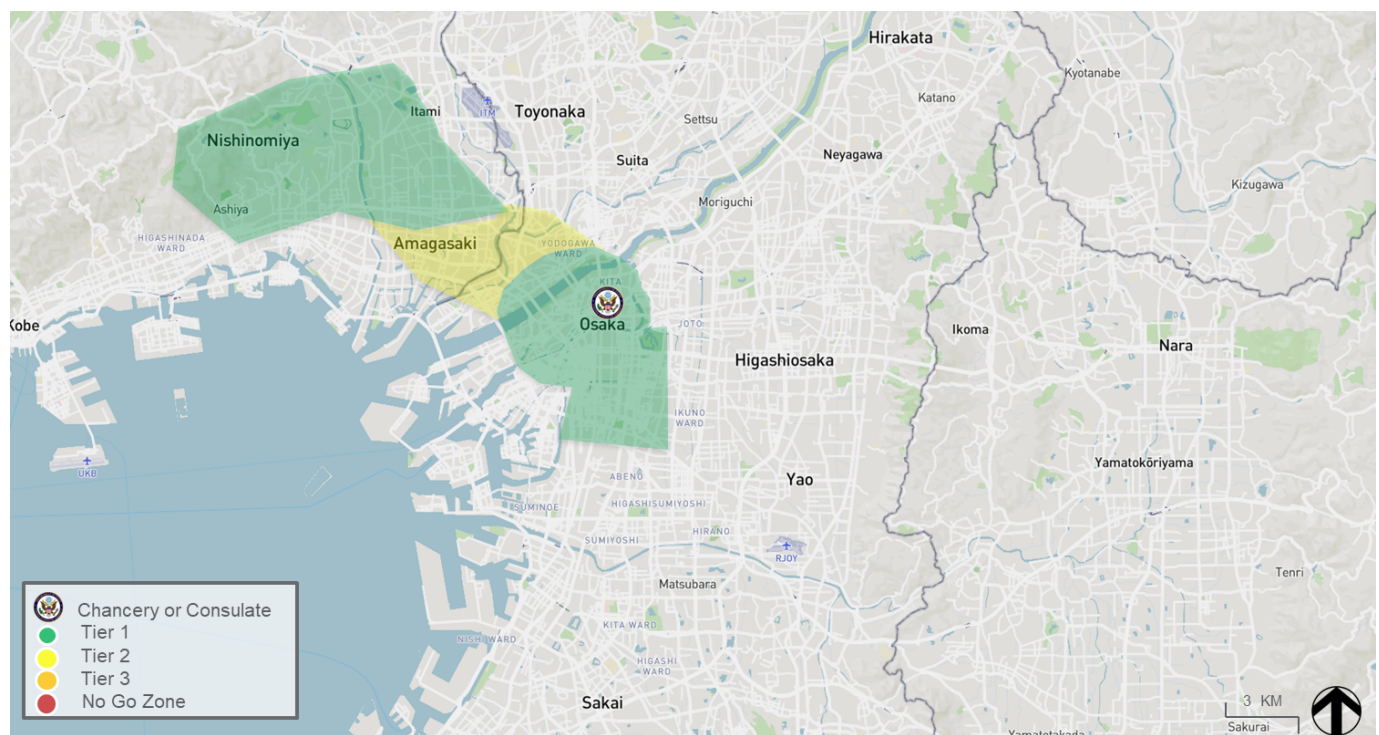
SERVICE 1: PROPERTY SEARCH / MARKET SURVEY

The Contractor will conduct a property search and market survey for available properties to buy or properties to lease (both) which could serve or be converted into the Designated Residence. The preference is to evaluate as many viable properties as possible, therefore it is important that the contractor does not exclude properties that meet or come close to meeting the minimum criteria set forth in this SOW.

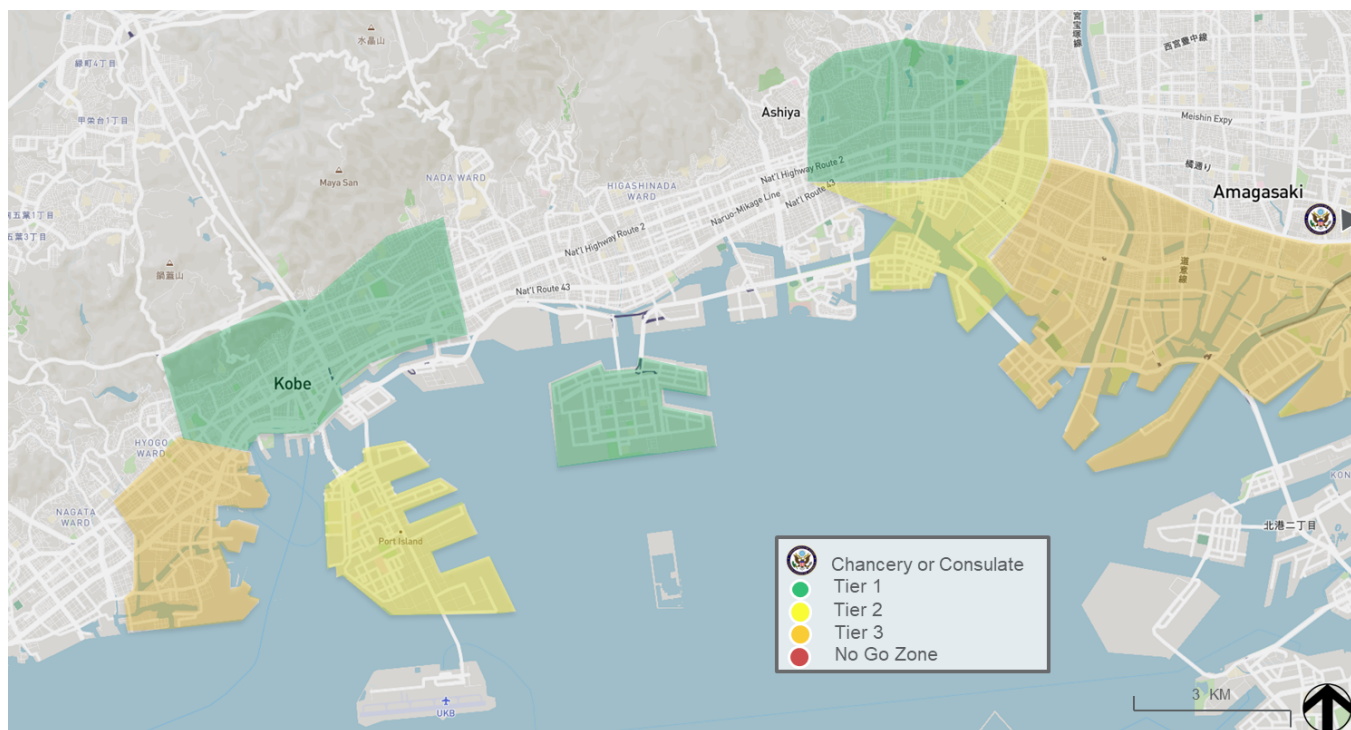
Location:

All properties identified must be within the following specific areas, with emphasis on the Tier 1 locations.

Osaka



Kobe



Types of Properties:

The following types of properties will be considered:

- Existing single-family residences or penthouses;
- Single family residences or penthouses under design and/or construction; and
- Development/redevelopment sites with an approximate minimum lot size of 6,000 square meters provided it does not have an irregular shape and can potentially accommodate new residential construction.

Proposed properties should meet, or have the capability to meet, the Architectural Barriers Act (ABA) requirements for accessibility and be able to meet security requirements. Proposed properties ideally contain or have the capability to be retrofitted to have most, if not all, of the following features:

1. Residence size:

Osaka and Kobe	+/- 750 - 850 gross square meters
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2. Lot size of at least approximately 6,000 square meters (for single family residences);
3. Ideally, for single family residences, the site provides a significant amount of open space between the structure and each property boundary, with the residence located at least 20 to 30 meters from any roadway where unrestricted vehicles may pass;

4. Two or more points of access to/from the residence;
5. Perimeter fencing or wall;
6. Sprinklers, fire/smoke detectors, and fire/smoke alarms;
7. An ABA accessible entrance to main indoor representational space;
8. Main entry foyer;
9. Dining Room able to comfortably seat eighteen (18) individuals;
10. Indoor reception/entertainment space;
11. Outdoor reception/entertainment space;
12. Large capacity kitchen with capability (space and utilities) to be equipped with commercial-grade appliances;
13. Powder room (half bathroom) in close proximity to foyer/reception spaces;
14. A minimum of four bedrooms (one master, two family members, one guest); and
15. A minimum of three to four bathroom (master en suite, family bathrooms, guest bathroom);
16. Separate family kitchen and dining room;
17. Off-street parking, preferably in a garage; and
18. Additional storage.

Property Data Matrix:

The Contractor will provide a "Property Data Matrix" which will allow for the evaluation and comparison of the key criteria for each of the subject properties similar to the attached in the Appendix II of this document. (A separate matrix to be provided for both for sale, for lease, and development site properties, and separately for each market.) The document must include but should not be limited to the information listed below:

1. Property Name/Address;
2. Location within acceptable neighborhoods;
3. Year built;
4. Year renovated and scope of renovation;
5. Approximate size of residence using standards outlined in Appendix I;
6. Size of lot the residence is situated on (m² and acres);
7. Height of perimeter wall or fence;
8. Approximate setback of building from street and adjacent buildings; (Please provide the linear measurement (in meters) of the setback distance between the exterior wall of the residence and the closest road(s) where unrestricted vehicles may pass, as well as the distance to all other boundary lines not along roads. If the property is on two roads, the setback measurement should be stated for both. If there are two points of egress that should be noted.)
9. Approximate size of outdoor entertainment representational area;
10. Approximate size of indoor representational area excluding dining room;
11. Approximate size of dining room;
12. Approximate size of kitchen to be used for representational functions;
13. Number of bedrooms;
14. Number of bathrooms;
15. Number of off-street parking spaces (note if garage);
16. Driving duration in minutes to and from U.S. Consulate in a "rush hour" commute;
17. Driving distance to U.S. Consulate;

18. Distance to public transportation;
19. Does owner have proof of compliance with local building codes;
20. Purchase price in local currency;
21. Purchase price in U.S. dollars;
22. Annual rent in local currency;
23. Annual rent in U.S. dollar;
24. Will offeror consider a purchase option (Y/N) associated with properties for lease; and
25. Relevant notes.

Note: All area measurements to be in gross square meters, unless otherwise indicated above.

Property Specific Fact Sheet:

The Contractor shall provide a "Property Specific Fact Sheet" on each property, containing pertinent property information. When available site plans, surveys, and/or floor plans should be provided with each fact sheet of individual properties. The Property Specific Fact Sheet is not limited to a single page and should include the information pertaining to the property listed in the aforementioned Property Data Matrix in addition to, but not be limited to, the information listed below:

1. Comprehensive pricing information on current asking sale prices or asking rents of the properties. The report should include all costs (for sale or lease) in both local currency and in U.S. dollars. Provide the date and rate of the currency exchange utilized. Rental rate information to be included with and without security deposits (or other costs), if applicable. Sale price or rent information should be broken down to include any separate operating, management or maintenance fees or charges, taxes and other ancillary costs, as applicable.
2. A price per square meter price in contrast to the market average. The U.S. government understands that the available rental and sales data may not always match the above list. For that reason, the Contractor must provide the best available data, and rationale regarding any assumptions made if estimations are made.
3. Property Floor Plan depicting rooms, adjacencies and ancillary buildings (e.g., servants quarters, equipment rooms, guard shacks, etc.).
4. The degree of interior finish included in the asking prices should also be included (e.g., completely finished, including full kitchen and bathrooms, all appliances, washer and dryers, carpeting, tile, or a plain shell requiring complete interior finishing, etc.).
5. A description of an amenities (e.g. pool, tennis courts; fitness room, etc.)
6. Information on whether the premises are easily accessible to anyone who may have physical disabilities. For example, how would a visitor in a wheelchair enter the house, or move from the living / dining room to a restroom? Are there ramps, elevators or chairlifts already built-in? If a house is not accessible for those with disabilities, do not discard the house from consideration, but note this fact.
7. Total number of bedrooms and bathrooms and their respective locations. Ideally, there should be a guest bedroom on the main level of the residence with an adjoining bathroom. The family space, including the bedrooms and a family room, should be separate from the representational space.
8. Describe any additional structures, if applicable and the advantages or disadvantages of them.

9. Information on any ancillary buildings or structures on the property.
10. If available, please provide actual sales brochures including floor plans, price/cost sheets, name and contact information of owner and/or listing broker, and links to associated internet pages.

In addition to the aforementioned information, the Property Fact Sheet section should include the following photos for each property:

The contractor must provide photos of the following items for each property:

1. Perimeter or wall fence (from exterior and interior of wall of fence);
2. Gated entrance (from exterior and interior of wall of gate);
3. Residence exterior façade (front, rear, sides);
4. All exterior doors;
5. Sample of window grills if any (up close);
6. Landscaping (minimum of 2 images);
7. ABA accessible features (if applicable);
8. Guest parking;
9. Restroom for representational area;
10. Indoor representational space (minimum of 2 images);
11. Outdoor representational space (minimum of 2 images);
12. Dining room (minimum of 2 images);
13. Kitchen (minimum of 4 images);
14. Master bedroom (minimum of 2 images);
15. Guest bedroom (minimum of 2 images);
16. Bathrooms;
17. Flooring;
18. Windows (sample from exterior and interior);
19. Elevator;
20. Electrical box; and
21. Electrical outlets (minimum of 2 images).

Items requiring multiple images must be taken from different angles. Contractor must provide a justification for any photos not provided

Market Research Report:

The purpose of the Report is to understand the current fundamentals of the housing market in general and also the high-end segment of the local market. The Report shall provide both general market data on residential properties, including development patterns, supply and demand for large residential leased or purchased properties, locations of large property residential areas, and demographics that are driving demand, and detailed information on residential rental rates, capital values, and if relevant, capitalization rates. The focus of this section of the Report should be on residential neighborhoods suitable for international, corporate, and diplomatic occupancy.

The market research should allow the reader to understand the general dynamics of the market for high-end residences and the locations and supply of these properties.

Provide a description of overall market practices, i.e., open listings, commission structures, active agencies, and the government's role.

The information should be presented in distinct sections: (1) properties available for purchase, (2) properties available for lease, and (3) aggregated data.

1. Properties available for purchase: Provide reliable and detailed data and based on relevant residential sales that have occurred in the past two to three years. The Report should provide comprehensive information from actual sales transactions including property characteristics (residence size, lot size, bedrooms, bathrooms, features, amenities. etc.), sale price, price per square meter, and any other confirmed data about the terms such as date of sale, parties, special conditions, deposits, option fees, transaction costs, etc. If property sales have occurred that are for rentals, provide income and expense information from each comparable sale and the associated capitalization rate. Detailed pricing information should be broken down to include any ancillary costs.
2. Properties available for lease: Provide reliable and detailed data based on relevant residential leases in the private sector that have occurred over the past 12-months, including information on the actual terms of the lease (i.e., overall rent, rent per square meter, expenses included in the lease, lease term, renewal options, rent escalations, purchase options, etc.) and property characteristics (residence size, lot size, bedrooms, bathrooms, features, amenities. etc.). Lease renewals may be included as well, but must be distinguished from new leases.
3. Aggregated (average, median, etc.) rental and for-sale market data and trend statistics should be included, covering and comparing the overall market and each identified neighborhood. This overview of local real estate market conditions should be described in a detailed narrative, and represented in both tables and charts. Time-series data should provide an analytic history going back at least three years. Quarterly data points are preferred.

SERVICE 2: BUYER REPRESENTATION SERVICES

In the event that promising leads are generated in the Market Survey, the Consulate may request buyer representation services to assist in a potential acquisition. The requested services include but are not limited to the following:

1. Serve as the sole representative for the U.S. government as the buyer's agent in the search and acquisition of residential property;
2. Pursue viable property alternatives, provide property details, confirm availability and asking prices of properties presented;
3. Actively communicate and interface with other potential owner/agents/representatives and coordinate all written and verbal communication;
4. Coordinate introductions and arrange access/inspections to appropriate property alternatives;
5. Assist in the execution of all documentation related to the acquisition, and records of the transaction;

6. Provide detailed sale comparables for properties of interest;
7. Provide market data and analytics to support the recommended transaction; including the negotiated terms of actual comparable transactions;
8. If more than one property is being considered, provide a comparative analysis and recommendation based on relevant factors such as economic value, market timing, location, property condition, amenities, street access, and parking;
9. Develop negotiation strategies, provide advice on business terms, coordinate negotiations, and assist with all activities leading to a successful acquisition of a suitable property;
10. Assist in discussions and coordination with city officials and departments, as necessary;
11. Coordinate with client's local counsel, as necessary; and
12. Report progress on a weekly basis.

Should any owner, representative or other real estate broker contact us, we will refer them directly to the Contractor in order to present their submission accordingly.

Buyer Representation Services will not be an open-ended engagement with the U.S. government. A specific period of buyer representation will be defined by the U.S. government through a Buyer Representation Letter delivered to the contractor following the issuance of a task order for Service 2.

SERVICE 3: FIELD SUPPORT

The Consulate requests that the contractor be available for up to five consecutive business days to accompany the representative from the Consulate and the U.S. Department of State, Bureau of Overseas Buildings Operations (OBO) for possibly two visits to each market. The contractor, or the contractor's local representative, should speak English and the local language(s) or arrange to include a translator for field support, be familiar with the particulars of the report and the actual transactions included therein and be able to find the properties noted in the report. Field support may include, but is not limited to, the following:

1. A physical inspection of relevant properties and listing data;
2. An inspection of points of interest which may include an overview of the city, the main government areas, the central business district, and other neighborhoods of prime commercial and residential development, as well as current and expected growth areas; and
3. Additional field research, as necessary.

Contractors shall arrange and provide transportation and drivers for field support.

GENERAL INFORMATION AND DELIVERABLES:

Broker/Agency Relationship: Unless and until the U.S. government retains the contractor for Service 2 (Buyer Representation Services) through the execution of a task order and the delivery of a signed Buyer Representation Letter, notwithstanding anything else herein, the intent of this SOW is not to have the contractor represent the United States as an agent/broker.

Consequently, the USG is under no obligation to pay the selected contractor, or an agent or representative of the contractor, a commission, finder's fee, etc. if the USG happens to lease or purchase acquire a property noted in the report. In all such instances, the contractor should look to the offeror for any commissions, fees, etc., that might be payable in such circumstances.

Due Date: A draft report is due 21 days from receipt of Purchase Order. A State Department representative will review the draft report in a timely manner and respond with any questions and comments. Once the Contractor addresses any such questions to the satisfaction of the State Department representative, a final version of the report is required no later than seven (7) days later.

Reports: Two (2) bound, 8.5 x 11 or A4, hard copy final reports are required. In addition to the hard copy format, a digital version must be provided in a searchable PDF format. The Property Data Matrix must be provided in Microsoft Excel. The final Report must be conveyed in CD-ROM format and via email (if possible) with all narrative documents, spreadsheets, photographs, exhibits, addenda, enclosures, etc.

The map showing the location of all properties identified must also be submitted in a Google Earth KMZ file format. File should include the location of the U.S. Consulate, the country's Ministry of Foreign Affairs and key points of interest. The icon of each placemark should be color coded and described in the "Description" field as for-sale, for-lease, sale transaction, or lease transaction. Additional data such as asking price, rent, sale price or contract rent should be included in the Description field.

All pricing data (sales, rent, expenses, etc.) must be presented in local currency and United States dollars. Provide the date and rate of the currency exchanges utilized.

All measurements to be in meters, unless otherwise indicated.

THE U.S. GOVERNMENT UNDERSTANDS THAT THE AVAILABLE PROPERTIES MAY NOT ALWAYS COINCIDE WITH ABOVE CRITERIA. FOR THAT REASON, THE CONTRACTOR MUST PROVIDE THE BEST AVAILABLE AND CLOSEST PROPERTIES AND EXERCISE REASONABLE JUDGMENT BASED ON EXPERIENCE AND MARKET CHARACTERISTICS.

The information provided must be sufficient to enable the U.S. government to identify and locate the properties and to understand the circumstances associated with the transaction. The U.S. government is seeking information on as many recent residential rental and sale transactions, including land lots, as possible.

Language: Reports must be submitted in English.

Delivery: The draft and final reports should be e-mailed to U.S. Consulate General Osaka-Kobe, Management Officer, Michael Tapley, at the following e-mail address: TapleyMC@state.gov. A copy must also be sent to, Anthony Guma, at GumaA@state.gov.

Final reports must also be sent via to:

Hardcopy to:

Michael Tapley
U.S. Consulate General Osaka-Kobe
11-5 Nishitenma 2-chome
Kita-ku, Osaka, 5308543

Softcopy to:

TapleyMC@state.gov
GumaA@state.gov

Payment: Payment will be made as follows:

- Upon submission, receipt, and approval of the final reports and CD.
- Upon satisfactory completion of Buyer Representation Services.
- Payment for Field Support Services will be made with either submission of the final reports or completion of the services as applicable.

Fee Quote:

1. Contractors must make a single submission on the Bid Form provided (Appendix IV), which is to include individual pricing for all services.
 - The fee quote for the Market Survey is to be an all-inclusive amount and must include an estimate of all reimbursable expenses (e.g. travel, printing, etc.).
 - The fee quote for Buyer Representation Services is to be provided on a percentage of purchase price basis.
 - The fee quote for Field Support is to be provided as daily rates and an all-inclusive basis.
2. With the submission of the fee quote, the vendor must also submit the name of the broker, or subcontractor, who will be performing the assignments, their experience in the subject market and property type, the name/location of the office or firm that the broker, or subcontractor, is assigned to, and relevant credentials. It is expected that the identified broker or subcontractor will inspect any comparable properties and significantly contribute to the opinions rendered.
3. Fee quotes must remain valid for a period of up to three months.

APPENDIX I
MEASURING SPACE FOR RESIDENTIAL PROPERTIES

Gross space includes all areas on all floors within the normal outside surface of the exterior walls, hallways and foyers, attics and basements, finished or unfinished, if a person can walk upright in them and they are easily accessible (exclude crawl spaces in attics and basements), stairwells, elevator and chimney shafts, and dumbwaiters or similar installations. Measure these areas as if the actual floor was in existence on each level and there were no stairway, elevator, or other shaft. Gross space includes mechanical equipment rooms, garages, and servants' quarters that are incorporated in the main structure and part of the residence.

Gross space excludes separate outbuildings (garages, sheds, and servants' quarters). If significant in size or function, report them as ancillary structures.

Gross space excludes open courtyards or walkways that lead from one building or section of a building to another, loading platforms, outside porches, outside stairs, terraces, parking lots and open, but covered, outside parking.

APPENDIX II
SAMPLE PROPERTY DATA MATRIX
(EXAMPLE FOR REFERENCE)

Property Name:		For Sale/ For Lease:	
<p>Google Map (with site borders highlighted) Show all borders and buildings</p> <p>Alternatively</p> <p>Show Embassy, Subject Project, and Metro</p>		<p>Photograph Best photo or a 2-4 page panel of multiple photos</p>	
Property Name		Project Status	
Address		(e.g. existing, under-construction, under renovation, or permitted):	
Neighborhood Name		Number of Stories	
Project # on KMZ Map		Year Built / Expected Delivery	
Property Type (House / Villa / Palace)		Year Renovated / Expected Renovation	
Size (Gross sq. m.)		Land Size (sq.m.)	
Size Include Balconies?			
Size (net sq.m.)			
Size of Indoor Representational Spaces		Size of Dining Room	
Size of Outdoor Representational Spaces		Sizes of Other Spaces	
Beds (#)			
Baths (#)			
Additional Spaces and Amenities (e.g. garage, swimming pool, tennis courts, and outdoor entertainment spaces)		Included Ancillary Structures	
Construction and Delivery			
Exterior(s) Materials		Sold Furnished?	
Interior(s) Finishes		Included Furnishings	
Unique Items		Servants's Quarters?	
Logistics			
Closest Metro Stop		Distance from U.S. Embassy	
Distance from Metro		Commute Time to U.S. Embassy	
Local Amenities & Logistics (e.g. retail, parks)		Distance from International School	
Site/ Parking			
Site Size in sq. m.		Parking Space/ Unit	
Site Size in acres		Parking Type	
Land Lease?		Parking space (basic/ sufficient/ ample)	
Lease Term Remaining (years, indicate renewal options)		Annual Ground Rent	
Financials			
Price (Local Currency)		Price (USD)	
Price per sq. m. (Local Currency)		Price per sq. m. (USD)	
Rent (Local Currency)		Rent (USD)	
Rent per sq. m.(Local Currency)		Rent per sq. m. (USD)	
Service Charge Per Annum			
Utility Costs (General expenses Per Annum)			
Comments and Footnotes			

**APPENDIX IV
BID SHEET
(EXAMPLE FOR REFERENCE)**

Name of Submitting Firm:	
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Currency Conversion Rate Used for Proposal:	
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	Max Quantity	Fee	DBA Insurance	Total Fee and DBA Insurance
Service 1: Market Survey	1 Report	\$0	\$0	\$0
Service 2: Buyer Representation Services*	1 Residential Unit	\$0	\$0	\$0
Service 3: Field Support Services	1 Unit of Field Support	\$0	\$0	\$0
Total:				\$0

Assumptions:

1. Assume a \$7,000,000 purchase price to calculate the fee above. Adjustments based on final price will be applied using the percentages provided below by bidder.
2. Assume the 1 Unit of Field Support is comprised of 5 days in order to calculate the "Service 3" fee above. Daily rates are to be provided below and the U.S. government reserves the right to adjust this fee amount based upon number of days used.

	Firm Name
Service 1: Market Survey	

*Fee Breakdown by Total Volume	Firm Name	Fee
Service 2: Buyer Representation Services Total Purchase Up To \$1 Million (i.e. sum of all purchased units)		0%
Service 2: Buyer Representation Services Total Purchase Up To \$10 Million (i.e. sum of all purchased units)		0%
Service 2: Buyer Representation Services Total Purchase Over \$10 Million (i.e. sum of all purchased units)		0%

	Firm Name	Fee
Service 3: Field Support Services		\$0 /Day